

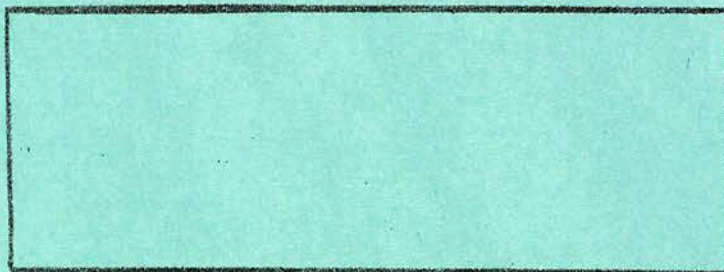
Association of University and College Employees

LOCAL No. 1 (U.B.C.)

June 19, 1978

BULLETIN 8

FROM THE CONTRACT COMMITTEE



- the University's "package" was presented as scheduled on Thursday, June 15th - a payday. The Contract Committee quickly skimmed the 7 pages, paying special attention to the wage "offer". Our attention was not rewarded - at least not to the degree we had expected
- the Contract Committee requested a caucus shortly after receiving the "package". For 70 minutes we kicked around the University's submission and tried to make some sense of it. What we did discover - as you will in this Bulletin because the proof is in the reading - was that 12 of the University's proposals were identical to those that they submitted back on March 29, while another 3 were only minor revisions. In addition, there were 2 new proposals - the only responses to our proposals still on the table. Furthermore, only 3 of the University's former proposals had been jettisoned - Article 19 - Intent, Article 27.15 - Vacation, and Article 35.04 - Arbitration. We had frankly expected more movement and less entrenchment
- the \$13 wage "offer" from 1 April 1978 to 30 September 1978 was anticipated - that represents the amount (1.3%) permissible to us under the AIB guidelines. But, as of October 1st we are clear of the guidelines and to be offered \$26 a month, coming off an increase of \$13 doubled, and by the University's arithmetic, when coupled with the \$13, represents a 3.9% or 4% increase for the year. And, coming on the heels of the announced 1.4% rise in the cost of living for the month of May, we were singularly unimpressed
- after the caucus, we met briefly with the University Negotiating Committee. The Contract Committee asked whether or not Strudwick had any new insights to impart on the University's proposals in general and the wage "offer" in particular. Nothing was forthcoming on the re-hashed proposals, but Strudwick did have a little more to offer in regards to wages - the 1 April 1978 to 30 September 1978 increase was 1.45% and included the step increases or increments, while the 1 October 1978 to 31 March 1979 increase was 2.55%
- the Contract Committee pointed out the irony in having come the full circle on the wage issue in the last 4 years - the University's offer was a bare \$1 more than the original "offer" we received in the spring of 1974. As it was obvious that there was little to discuss in regards to the University's proposals, the Contract Committee quickly adjourned the session. During the course of our departure, we stated, in reply to a Strudwick query, that we "wholeheartedly" rejected the University's proposals and that we would be in touch when we believed further meetings would be fruitful
- at the membership meeting that same evening, the University's "package offer" was soundly rejected

- the Contract Committee had expected more flexibility and sophistication from the University, but it was not forthcoming for whatever reasons and strategy they may hold dear. Our proposals had been ignored in their "package". But the University was philosophically consistent with its "wage offer" - their proposals remain to this day of the "take away" variety and their "wage offer" is no different
- last year at the outset of negotiations, Grant stated that that was not the time for the University to attempt to undermine or take away the negotiated rights in our contract. It appears that "that time" - in the University's eyes - has arrived. But, as we informed the University Negotiating Committee on the first day of negotiations, the Union would not entertain proposals that took away rights and benefits from our present agreement
- that was our position then and that remains our position today
- the appropriate response to this so-called offer will be decided by the membership, of course, but the Contract Committee and the Strike Committee are preparing some suggestions

The following is a list of the respective positions of the Union and the University on each of the outstanding clauses in the Contract. Note that for each item that the Union is trying to gain, there is one that the University is trying to take away.

UNION POSITION

UNIVERSITY POSITION

3.04 Temporary Employees

- no change

- want to change so that some temporary employees will never become continuing and receive the benefits of the contract.

5.05 Contracting Out

- Union to be informed and consulted when contracting out takes place.

- no change

6.03 Collection of Dues

- no change

- want to extend by one week deadline for forwarding dues to Union.

7.01 Contacting at Work

- no change

- Union reps may contact members at work "provided this does not cause disruption of work" - i.e. never.

7.02 Full-Time Leave of Absence

- leave available for Union members to hold full-time position with "an organization to which the Union is affiliated" - i.e. A.U.C.E. Provincial

- no change - i.e. Local 1 members not able to fill full-time positions in Provincial.

7.03 Short-Term Leave of Absence

- no change

- leave available to "elected" representatives only.

7.05 Paid Negotiators

- 4 Union members to be continued on payroll during contract negotiations.

- no clause in contract - will reduce number paid to 2 in 1979 and none in 1980.

9.01 Human Rights

- change to comply with B.C. law i.e. no discrimination against those with medical/physical handicap.

- no change "There may be instances in which we would not want to hire or promote a person with a handicap."
- Jane Strudwick.

13.09 Staff Rooms and Facilities

- no change

- staff rooms that do not make a profit or break even will be closed.

UNION POSITION

16.01 Court Duty

- no change

17.01 Picket Lines

- no change

21.01 Tuition Waiver

- reword this clause to make sense
(see present contract)

22.01 Job Postings

- no change

22.02 Right to Apply

- no change

22.03 Hiring Policy

- "Where more than one applicant meets the basic ability & qualifications requirements, the applicant with the most seniority shall be awarded the position."

22.04 Promotion

- salary does not return to lower step on promotion i.e. raise is full difference between pay grades
- not just \$20.

22.06 Demotion (Reduction in Classification)

- no change

22.07 Temporary Promotion

- time limit of 3 months except when replacing employee on leave of absence

UNIVERSITY POSITION

- the University proposal is designed to greatly reduce this protection against loss of pay when performing a civic duty - but their proposal is so badly & confusingly worded that it is difficult to determine to what extent it would be reduced.

- change so that employees not crossing picket lines may not be fired - but they may be suspended, demoted or otherwise discriminated against.
- insert the word "legal" - this is presently determined in court - not by the University.

- no change

- job postings not to be sent to laid off Union members.

- employees on trial period for transfer and promotion not to be permitted to apply for posted jobs.

- no change

- no change

- change title to demotion
- introduce to contract demotion through discipline, reclassification etc.
- when lower classification job is applied for pay is no longer specified in contract (i.e. which step of lower pay grade).

- no change

UNION POSITION

22.08 Trial Period for Transfer and Promotion

- no change

26.05 University Holidays

- no change

27.03 Vacation Schedule for Second Calendar Year

- delete in order to end discrimination against 2nd year employee

28.02 Work Day and Work Week

- better guarantee of getting flexible hours where possible.

28.05 Shift Work

- 33 cent per hour differential for weekend shift.
- at least 48 hours off on week-end for shift workers.

29.08 Voluntary Overtime

- overtime will be voluntary

30.01 Leave of Absence Without Pay

- no change

30.02 Compassionate Leave

- include next-of-kin in immediate family.

30.03 Pension Plan

- no change

30.04 Daycare

- sufficient time off to participate in coop daycare
- time to be made up

30.05 Medical & Dental Plans

- University to pay full premiums
- increase Dental coverage to 80%.

30.06 Sick Leave

- SFU Sickness insurance plans.

UNIVERSITY POSITION

- employee who returns to old job after trial period not permitted to apply for posted job for 2 months.

- change to "Special Holidays"
- wording changes which, as far as we can tell, only make the clause more vague.

- no change

- no change

- no change

- no change

- leaves may be denied arbitrarily & without reasons given.
- employees who "enter in to employment with another employer" "whilst" on leave of absence will be fired.

- no change "This is an example of the 16 instances in which you have an excuse not to do any work for the University." - Jane Strudwick.

- want to limit the information they will give the Union to useless figures on AUCE members only.

- no change "It is the employees' responsibility to look after their kids & their animals." - Jane Strudwick

- no change

- no change

UNION POSITION

UNIVERSITY POSITION

30.07 Maternity Leave

- benefits to be paid 6 months after return to work to avoid 1) Union's liability as in present contract & 2) hassles with U.I.C.

- agree to Union proposals opposite, but want to add reference to Unempl. Ins. Act which might negate maternity benefits altogether.

30.09 Temporary Employee Benefits

- include medical & dental appointments & sick leave.

- no change

31.05 Wage Increase Awarded Through Reclassification

- retroactive pay to July 1, 1977 (Maximum)

- retroactive pay to Jan. 1, 1978

33.06 Disciplinary Action/Employee Files

- any bad report shall be removed after 2 years i.e. including "official evaluation reports" which are used only in the Library System.

- no change

33.07 Notice of Resignation

- resigning employee may collect full pay owing on last working day.

- no change

35.03 Grievance Procedure

- no change

- introduce restrictive time limits for initiation of grievances
- stewards and other concerned employees not to be permitted to attend steps of grievance procedure.

36.02 Wages

- increase \$93 equal to 1977 inflation rate (9.5%)
- \$30 increments plus \$10 per 5 years of service after Step 6

- increase \$13 to Oct. 1, 1978 plus \$26 thereafter (cost to University over year of contract 2.6%)
- equals 4.0% when \$20 increments included according to Jane Strudwick.

36.03 Cost of Living Allowance (COLA)

- increase wage rates according to inflation rate.

- no COLA.

The pink pages which follow contain the complete University Package. If you compare it with the previous proposals that were distributed with Bulletin #6 (April 10), also on pink paper, you will find most proposals to be identical. Only 3 have been dropped. None have been offered in response to the Union's proposals.

Proposed package offer to constitute a new 1978/79 collective agreement, as presented to A.U.C.E. Local 1 by the University on June 15, 1978.

The following are changes to the present agreement. All other wording is to remain as is presently in the 1976/78 agreement.

Article 3 - Definition of Employee

3:04(d) Upon completion of three (3) consecutive months employment of sixty-six (66) consecutive days of service, the employee shall become a continuing employee as defined in Article 3:02.

Article 6.03 - Collection of Dues

Before the fifth (5th) working day following the final pay day for the previous month, the University will forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names of all employees in the bargaining unit and their social insurance numbers, departments and amounts deducted with explanation.

Article 7 - Union Activity

7:01 The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration provided this does not cause a disruption of work. Such official must notify the Department Head prior to each visit.

7:03 Short Term Leave of Absence

The University agrees to grant elected representatives of the Union leave of absence without pay for union functions on the following basis - remainder unchanged.

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13:09 Staff Rooms & Facilities

(Substitute first paragraph)

The University agrees to maintain existing staff room facilities by supplying utilities, including heat and light providing all other costs are met from revenues.

(2nd paragraph, as is)

(3rd paragraph, as is)

- 16:01 a) Any continuing employee who is required to perform jury duty on a day on which she/he would normally have worked, or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of their employment with the University will continue to receive her/his regular pay. In the event the employee receives any money from the Crown for such service, she/he shall retain such portion as covers her/his expenses and shall turn the remainder over to the University with an accounting of amounts received together with proof of service. Such reimbursement shall not exceed seven (7) hours per day, less pay received for jury or witness fees.

This clause shall have no application for an employee on leave of absence, or when receiving benefits under the Group Life & Disability Plan, Workers' Compensation (where there is no paid sick leave entitlement) or maternity leave.

b) as in present

c) as in present

Article 17 - Picket Lines

- 17:01 The University and the Union agree that it shall not be cause for discharge if an employee refuses to cross a legal picket line, provided that:

etc. (a) (b) (c)

Article 22 - Promotion, Transfer, etc. - incorporate Letter of Understanding

22:01 All vacancies for continuing and sessional employees shall be posted on all Union bulletin boards and such other places as may be agreed upon between the University and the Union, for at least five (5) working days.

A copy of the job postings shall be sent to the Union office.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade. Each notice shall state: "both males and females are encouraged to apply".

22:02(a) Any employee who is not on the two (2) month trial period in accordance with 22:08 of this Article, shall have the right to apply for any posted vacancy.

22:04 Promotion

(a) as in present agreement

(b) as in present agreement

22:06 Demotion

(a) A demotion is an involuntary change in an employee's position to another in a lower pay grade other than (i) as provided for in Article 22:08 (Trial Period for Transfer and Promotion), or (ii) by disciplinary action for cause, or (iii) at the end of a period of temporary promotion.

(b) If an employee's salary is above the maximum of the pay grade to which she/ is demoted, it will be adjusted to the maximum. If the employee's salary is at or below the maximum of the new pay grade, it will be adjusted to the next step in the new pay grade which is less than her/his previous salary.

22:08 Trial Period for Transfer and Promotion

When promoted or transferred, the employee shall be on a training period for two (2) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, they shall be returned to their former position and shall remain there for at least two (2) months before applying for another position.

Article 26:05 - Special Holidays

- 26:05(a) Special Holidays: A Special Holiday is a holiday declared a holiday by the University for its employees other than a Saturday, Sunday, Statutory Holiday or day declared by the University to be in lieu of a Statutory Holiday.
- (b) When an employee is required to work on a Special Holiday because their shift falls on the Special Holiday, they will have the option of receiving an additional day's pay or another day off with pay.
- (c) When an employee's day off falls on a Special Holiday, they will receive another day off with pay at a mutually convenient time.

Article 30 - Benefits

30:01 Leave of Absence Without Pay -

- (a) The University may grant leave of absence without pay to an employee who makes written application for such leave. Refusal for such leave shall be given to the employee in writing.
- (b) During leave of absence without pay, employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plans during such leave for up to one (1) month, subject to Article 30:05(a).
- (c) Where a Statutory Holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided the employee earned wages for at least three (3) working weeks during the last thirty (30) calendar days prior to the Statutory Holiday.
- (d) It is understood that if whilst on leave of absence without pay and without prior written consent of the University, it is proven that such employee has entered into employment with another employer, the employee forthwith shall have deemed their employment with the University terminated and the University shall no longer have any responsibilities to such employee.
- (e) Upon return to work, the employee shall be placed in their former position.

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30:03 Pension Plan

Upon request, the University agrees to provide the Union with any statistical or other relevant information at its disposal pertaining to A.U.C.E. member employees who are part of the Pension Plan, Group Life Insurance and Disability Insurance.

30.07(a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. She shall receive the benefits of the maternity provisions of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated to her former position. Providing it is not in conflict with the Unemployment Insurance Commission Act, six (6) months following her return to work, the employee shall be paid the difference between UIC benefits received and the employee's regular monthly salary.

(b) to remain as in present agreement.

Reclassification Procedure - Both parties agreed and signed on June 1, 1978

31:04(a) Requests for reclassification may originate with the employee, the Union or the Department Head. A minimum of six (6) months must elapse between each application on an employee's behalf. These requests must be made in writing to the Employee Relations Department, with one copy of such requests sent to both the Department Head and the Union.

(b) As in present agreement.

(c) As in present agreement.

(d) As in present agreement.

(e) As in present agreement.

31:05 Wage Increase Awarded Through Reclassification

Change January 1, 1976 to January 1, 1978.

Article 35:03 - Grievance Procedure

Time limit to institute this grievance procedure:

- (a) Termination or layoff - ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar days. In any dispute over a pay cheque or pay statement, or any matter thereon, the time limit shall be calculated from the date the employee received the pay cheque or pay statements.
- (d) Absence from work:

By arrangement with their supervisor a grievor shall be permitted to attend the Steps of the grievance procedure without loss of pay if so requested by either party.

Article 36 - Wages

Pay Grade	April 1, 1978					
	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 6 5 Years
I	832	852	872	892	912	932
I (Int.)	872	892	912	932	952	972
II	912	932	952	972	992	1012
II (Int.)	952	972	992	1012	1032	1052
III	1012	1032	1052	1072	1092	1112
III(Int.)	1052	1072	1092	1112	1132	1152
IV	1112	1132	1152	1172	1194	1216
V	1194	1216	1238	1260	1282	1304
VI	1282	1304	1326	1348	1370	1392
VII	1370	1392	1414	1436	1458	1480

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Article 36 - Wages (cont'd)

October 1, 1978

<u>Pay Grade</u>	<u>Step 1 Start</u>	<u>Step 2 1 Year</u>	<u>Step 3 2 Years</u>	<u>Step 4 3 Years</u>	<u>Step 5 4 Years</u>	<u>Step 6 5 Years</u>
I	858	878	898	918	938	958
I (Int.)	898	918	938	958	978	998
II	938	958	978	998	1018	1038
II (Int.)	978	998	1018	1038	1058	1078
III	1038	1058	1078	1098	1118	1138
III (Int.)	1078	1098	1118	1138	1158	1178
IV	1138	1158	1178	1198	1220	1242
V	1220	1242	1264	1286	1308	1330
VI	1308	1330	1352	1374	1396	1418
VII	1396	1418	1440	1462	1484	1506

Article 37 - Duration of the Contract

1 year agreement - April 1, 1978 to March 31, 1979